

WATER LINE EASEMENT

WHEREAS, West Overton Utility District, its servants, agents, and/or contractors desire to obtain a water line in Overton County, Tennessee;

WHEREAS, the water line encroaches upon a portion of land owned by the undersigned and fronting or Pleasant Shade Road in Overton County, Tennessee, and further identified as Map 108, Parcel 21, and as shown on the attached plan.

NOW, THEREFORE, for and in consideration of the benefits that will accrue by reason of the above prescribed improvements, Roy Clifton Lambert hereby grant(s) and give(s) to the West Overton Utility District, its servants, agents, and/or contractors to construct, operate, maintain, repair, replace and inspect said water line in and along that portion or parcel of land located in Overton County, Tennessee, an easement as described as follows:

EASEMENT ONE

A 20-foot permanent easement, being adjacent and parallel to the westerly right-of-way of Pleasant Shade Road as shown on the attached drawing:

Beginning at the southerly boundary of subject property and extending in a northeasterly direction along the westerly right-of-way of Pleasant Shade Road a distance of 713-feet, more or less, to the northerly boundary of subject property.

A 10-foot temporary construction easement being adjacent and parallel to the westerly side of the permanent easement is included where applicable.

EASEMENT TWO

A 20-foot permanent easement, as shown on the attached drawing, the centerline of which is more particularly described as follows:

Beginning at a point in the southerly right-of-way of Pleasant Shade Road, said point being 370 feet, more or less, northeasterly of the southerly boundary of subject property as measured along the southerly right-of-way of Pleasant Shade Road.

Thence, in a northeasterly direction 994-feet, more or less, to a point in a northerly boundary, said point being 870-feet, more or less, southeasterly of the easterly right-of-way of Pleasant Shade Road as measured along the northerly boundary of subject property.

A 10-foot temporary construction easement being adjacent and parallel to each side of the permanent easement is included.

The West Overton Utility District, agrees to require its servants, agents, and/or contractors to protect and restore said property to a condition similar or equal to that existing at the commencement of construction of said water line. Any service connection or lateral water line serving the property and connected to said water line by the grantors, their assigns shall be construed and installed pursuant to and in compliance with all applicable ordinances and regulations of the West Overton Utility District.

To have and to hold said easement to the West Overton Utility District, its successors, and assigns forever, I/we do hereby covenant with said that I am/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

The portion or parcel of land upon which said water line is to be constructed is to remain the property of the undersigned and may be used by the undersigned for any purpose desired after the construction of said water line is completed, provided, in the opinion of the West Overton Utility District, said use does not destroy, weaken, or damage the above described improvement nor interfere with the operation or maintenance of same.

IN WITNESS WHEREOF, Roy C. Lambert hereto set his hand on this the 20th day of Sept., 2003.

Roy C. Lambert
name

others

STATE OF TENNESSEE
COUNTY OF OVERTON

Personally appeared before me, the undersigned authority in and for said State and County, the within named bargainor(s) with whom I am personally acquainted, and who acknowledged before me that Roy C. Lambert executed the foregoing instrument for the purpose contained therein.

Witness my hand and seal, at office, on this the 20th day of Sept., 2003.

Notary Public Janet D. Ramsey
My commission expires: 5-8-07

20th day of Sept, 2003.

IN WITNESS WHEREOF, Janice Lambert Walker hereto set her hand on this the

Janice (Lambert) Walker
name

others

STATE OF TENNESSEE
COUNTY OF OVERTON

Personally appeared before me, the undersigned authority in and for said State and County, the within named
bargainor(s) with whom I am personally acquainted, and who acknowledged before me that
Janice Lambert Walker executed the foregoing instrument for the purpose contained therein.

Witness my hand and seal, at office, on this the 20th day of Sept, 2003.

Notary Public

Janet D. Ramsey

My commission expires: 5-8-07

23rd day of Sept, 2003.

IN WITNESS WHEREOF, Delean Latson hereto set her hand on this the

Delean Latson
name

others

STATE OF TENNESSEE
COUNTY OF OVERTON

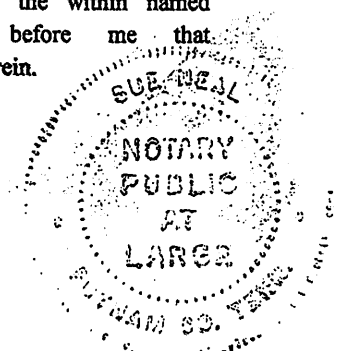
Personally appeared before me, the undersigned authority in and for said State and County, the within named
bargainor(s) with whom I am personally acquainted, and who acknowledged before me that
Delean Latson executed the foregoing instrument for the purpose contained therein.

Witness my hand and seal, at office, on this the 23rd day of Sept, 2003.

Notary Public

Sue Neal

My commission expires: 4/24/07



22.03

21.01

88' x 234'

EASEMENT ONE

PLEASANT

370' ±

713' ±

SHADE

ROAD

994' ±

EASEMENT TWO

870' ±

135'
1262'
262'

ROY CLIFTON LAMBERT ET AL
MAP 108 PARCEL 21
76.94 AC. ±

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State of Tenn., Overton County
Received for record 11-13-2003 at
1:14 O'Clock PM and noted in Note
Book 116 Page 165 Recorded In *Map*
Book 15 Page 152
State tax paid _____ Fee _____ Recording
Fee 17 Total \$ 17.00
Receipt No. 52465
Register of Deeds *J. Smith*

